## HERMES LAW, LTD.

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November 23, 2010

Ms. Ignacia S. Moreno
Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611

RE: United States and the State of Wisconsin v. NCR Corp., et al.

Case No. 10-C-910 (E.D. Wis.) D.J. Ref. No. 90-11-2-1045/3

Dear Ms. Moreno:

Appleton Papers Inc. ("API"), through the undersigned, respectfully submits, for the consideration of the U.S. Department of Justice Environment and Natural Resources Division ("DOJ") and other interested persons, this Comment in opposition to entry of the Consent Decree with Georgia-Pacific Consumer Products LP ("GP"), proposed in the case of *United States*, et al. v. NCR Corp., et al., Case No. 10-C-910 in the United States District Court for the Eastern District of Wisconsin – Green Bay Division ("GP Consent Decree").

This Comment is filed for DOJ's full and formal consideration in response to the Notice in the Federal Register dated October 25, 2010 (75 Fed. Reg. 205). In addition, API accepts and incorporates any and all comments filed for DOJ's full and formal consideration by NCR Corporation ("NCR").

The proposed settlement encompassed within the GP Consent Decree has three elements. As explained in greater detail below, the proposed settlement acknowledges GP's ongoing liability for remediation (without GP paying anything toward the costs of that remediation at this time), attempts to define the geographical limits of the area of the river impacted by PCBs discharged from GP's facility, and protects GP from responsibility for remediation upstream of that area. API's objections focus on this element of the proposed settlement.

Two important premises underlie this element: (a) the harm to the Lower Fox River is divisible by geography; and (b) in the area of GP's facility, a natural phenomenon known as the "seiche effect" caused PCB discharges from GP's facility to travel upstream under certain conditions and contaminate upstream sediments. API agrees with both of those premises. However, API objects to the proposed settlement because evidence shows that the seiche effect carried the PCBs discharged from GP's facility substantially farther upstream than the "negotiated" line drawn as part of the proposed settlement. The settlement line should be moved, as it will cost tens of millions of dollars to remediate the contamination attributable to GP lying upstream of the line as currently drawn.

Under the second aspect of the proposed settlement, GP will pay a portion of the Government's past and future oversight costs. As also explained below, this payment cannot be deemed fair in the absence of DOJ's estimated future oversight costs.

### I. THE GP CONSENT DECREE SHOULD BE WITHDRAWN.

It is well established that consent decrees under the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), to be eligible for approval and entry, must be procedurally and substantively fair, reasonable and consistent with the purposes CERCLA intends to serve. See <u>United States v. Davis</u>, 261 F.3d 1, 20 (1st Cir. 2001). Analyzing the GP Consent Decree under this standard reveals two reasons mandating its withdrawal. First, the GP Consent Decree is inconsistent with the purposes of CERCLA. Second, it is substantively unfair.

## A. The GP Consent Decree is Inconsistent with the Purposes of CERCLA.

CERCLA aims to hold polluters accountable; in enacting the statute, "Congress intended that those responsible for problems caused by the disposal of chemical poisons bear the costs and responsibility for remedying the harmful conditions they created." <u>United States v. Cannons Eng'g Corp.</u>, 899 F.2d 79, 90-91 (1st Cir. 1990), quoting <u>Dedham Water Co. v. Cumberland Farms Dairy, Inc.</u>, 805 F.2d 1074, 1081 (1st Cir. 1986). The GP Consent Decree contradicts this clearly defined "polluter pays" CERCLA principle.

Under the GP Consent Decree, GP would stipulate to liability "for performance of all required cleanup work downstream from a line slightly upstream" of GP's west-side

paper mill in Green Bay, Wisconsin ("GP Mill"). (Doc. 2 (Notice of Lodging of Consent Decree), p. 2.) This line ("GP Line") is drawn "roughly parallel to – and approximately 1,050 feet southwest of – the riverfront bulkhead line along the southwestern end" of the GP Mill. (Doc. 2-1 (Proposed Consent Decree), p. 8.) The GP Consent Decree, if entered, would grant GP statutory contribution protection and thus, for all intents and purposes, a liability shield from responsibility for remediating portions of the Lower Fox River ("LFR") upstream from the GP Line. (Doc. 2 (Notice of Lodging of Consent Decree), p. 2.)

API agrees with the DOJ's position that GP's liability for the polychlorinated biphenyl ("PCB") contamination of the LFR can be geographically apportioned, as the GP Consent Decree demonstrates. However, the GP Consent Decree lacks any foundation or basis for the location of the GP Line. At a minimum, the decree and supporting papers should provide a detailed, evidence-supported explanation as to why DOJ and GP agreed to the placement of the GP Line. Moreover, the geographic apportionment proposed by the GP Consent Decree fails to include an area heavily contaminated by PCBs discharged from the GP Mill by GP's predecessor. Remediating this area therefore should be GP's responsibility.

The LFR generally flows in a northerly direction past the GP Mill and empties into the Bay of Green Bay. However, the LFR regularly experiences seiche, which is a standing wave in an enclosed or partially enclosed body of water. (Affidavit of Craig Jones ("Jones Aff."), ¶ 5.) Resonances due to a number of possible factors, most often meteorological effects such as wind or atmospheric pressure variations, cause the seiches. (Jones Aff., ¶ 5.) Seiches in Green Bay can, and have, caused flow reversal in the LFR, specifically Operable Unit 4, when the seiche amplitude is large enough. (Jones Aff., ¶¶ 5, 9.) Over time, seiches caused PCB-laden solids discharged from the GP Mill to travel southward and settle in sediments in an area of the LFR between the GP Line and the State Highway 172 overpass. (Jones Aff., ¶ 14.)

Remediating this area will be very expensive. The current estimated cost of remediating the entire area between the GP Line and the Highway 172 overpass is \$82,901,712.81. (Ex. B.) Most of these costs will be spent remediating four specific remediation areas: D30B, D32, CC2E and D31.<sup>1</sup> (Exs. C-F.) D31 contains TSCA-contaminated sediments requiring special and more expensive dredging, removal and disposal measures.

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<sup>&</sup>lt;sup>1</sup> Inexplicably, the "negotiated" GP Line transects several of these quadrants, including D30B and D32.

To remediate the area between the GP Line and the Highway 172 overpass is to remediate PCBs discharged from the GP Mill. Under CERCLA's "polluter pays" principle, GP is, and therefore should be held, responsible for remediating sediments in this stretch of the LFR. If it is shielded from liability for this remediation, which would occur upon approval and entry of the GP Consent Decree, the costs associated with said remediation will fall on innocent shoulders, *i.e.*, those of the United States, the State of Wisconsin, and their taxpayers. To prevent such an injustice, and to comply with CERCLA's mandate of accountability, the GP Consent Decree should be withdrawn.

## B. The GP Consent Decree is Substantively Unfair.

CERCLA consent decrees must be substantively fair. <u>United States v. Charles George Trucking, Inc.</u>, 34 F.3d 1081, 1084 (1st Cir. 1994). To be substantively fair, a settlement reflected in a CERCLA consent decree must "apportion liability ... according to rational (if necessarily imprecise) estimates of how much harm" the settling party had done. <u>Cannon's Eng'g Corp.</u>, 899 F.2d at 908. Thus, a CERCLA consent decree should clearly set forth "the proportional relationship between the [amount] to be paid by the settling [party] and the government's current estimate of total potential damages." <u>United States v. Montrose Chem. Corp. of Cal.</u>, 50 F.3d 741, 747 (9th Cir. 1995). Therefore, a CERCLA consent decree must include information regarding all components of the settlement, not simply what the settling party is paying. *See* <u>id.</u> at 746-47.

The GP Consent Decree fails to satisfy this standard. Under the decree, GP "would pay \$7 million toward the government's unreimbursed past costs and the government's expected future costs of overseeing the ongoing cleanup work." (Doc. 2 (Notice of Lodging of Consent Decree), p. 3.) The "ongoing cleanup work" is currently being performed by a party other than GP – a limited liability company formed and funded by commenter API and NCR. Whether the proposed \$7 million amount is substantively fair depends on whether it reasonably reflects GP's liability for past and future costs as compared to the expected total of these costs. As currently proposed, the GP Consent Decree and accompanying filings do not allow an assessment of substantive fairness because they are silent as to the government's expected future costs.

Without knowing the governments' expected future costs for overseeing the ongoing LFR remediation, whether the amount that would be paid by GP pursuant to

the GP Consent Decree reasonably reflects GP's liability for said future costs cannot be determined. Therefore, the GP Consent Decree, as currently proposed, is substantively unfair and should be withdrawn.

The Proposed Consent Decree is not substantively fair for an additional reason. In both the UAO and in its present complaint, the DOJ asserts that API and NCR are liable as arrangers because of their alleged sale of PCB-containing paper broke. In the UAO, the DOJ made an identical assertion against GP, based in part on U.S. EPA's conclusion that GP had shipped PCB-containing wastepaper to other paper recyclers, including the U.S. Paper mill in De Pere, which is located at the upstream end of OU 4. On this basis, the DOJ asserted that GP was liable for clean-up of all of OU4. With respect to GP, the DOJ has now abandoned GP's arranger liability in OU4 for no monetary consideration and without explanation. API agrees that the sale of broke is an insufficient basis for asserting arranger liability. It is not substantively fair for the DOJ to assert arranger liability against some PRPs on the basis of their sale of broke but abandon that theory for free based on identical facts when it comes to GP, as the Proposed Consent Decree does.

## Conclusion

By insulating GP from liability for remediating the PCBs it discharged that lie between the "negotiated" GP Line and the Highway 172 overpass and by failing to set forth an amount reflecting the governments' expected future costs of overseeing the LFR remediation, the GP Consent Decree is substantively unfair and inconsistent with the purposes of CERCLA. Accordingly, it should be withdrawn.

Please feel free to contact us with any questions regarding the above. Thank you.

Sincerely,

HERMES LAW, LTD.

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MLH:tjc

## UNITED STATES DISTRICT COURT EASTERN DISTRICT OF WISCONSIN GREEN BAY DIVISION

UNITED STATES OF AMERICA and THE STATE OF WISCONSIN,

Plaintiffs,

ν.

Case No. 10-CV-910

NCR CORPORATION, et al.,

Defendants.

### AFFIDAVIT OF CRAIG JONES

- I, Craig Jones, hereby declare and state as follows:
- 1. I am Craig Jones, Ph.D., Senior Ocean and Environmental Engineer in the Santa Cruz, CA office of Sea Engineering, Inc. I am a nationally recognized expert in the field measurement and analysis of hydrodynamic, sediment and contaminant transport processes in coastal, estuarine, riverine, and lacustrine environments. Over the past 15 years, I have worked closely as project manager and technical lead with federal, state, and local regulatory agencies in the analysis and solution of aquatic problems at numerous environmental sites nationwide, including multiple mega-sites, with a particular emphasis on sediment and contaminant transport studies. In addition, I continue to lead development efforts for state-of-the-science hydrodynamic and sediment measurement and modeling techniques in aquatic environments. I stay active in the scientific and engineering communities by continuing basic research, regularly participating in technical reviews, and teaching in workshops.

- 2. I have been retained by Appleton Papers Inc. to conduct an investigation into the hydrodynamic properties and contaminant transport mechanisms in the Lower Fox River ("LFR"), the 39-mile stretch of the Fox River between Lake Winnebago and the Bay of Green Bay. Specifically, I was retained to investigate transport pathways in Operable Unit 4 ("OU4") of the LFR, which stretches from the De Pere dam to the Bay of Green Bay.
- 3. Flow into OU4 is primarily over the De Pere dam, with the East River adding minimal flow (on average 10%) in the downstream portion. Flow over the De Pere dam is primarily regulated by outflows from Lake Winnebago at dams in Neenah and Menasha, Wisconsin.
- 4. Flow rates during a typical year vary from 30 to 280 cubic meters per second. Opening dams or large storms generally cause high flow events. The highest flow rate on record is approximately 650 cubic meters per second and corresponds to a 50-year recurrence interval.
- 5. Seiche motion in the Bay of Green Bay has an effect on the direction of river flow throughout OU4. A "seiche" is a standing wave in an enclosed or partially enclosed body of water. Seiche effects are caused by resonances in a body of water (e.g. Bay of Green Bay) that has been disturbed by a number of possible factors, most often meteorological effects such as wind and atmospheric pressure variations.
- 6. In 2003 and 2004, the United States Geological Survey ("USGS") and Sea Engineering, Inc. ("SEI") conducted a hydrodynamic study of OU4. In conjunction therewith, USGS conducted four field surveys that included measuring vertical velocity profiles at up to 30 locations within OU4. Monitoring water levels near the mouth of the LFR as part of this study provided insight into the significance of seiching from the Bay of Green Bay.

- 7. As part of its role in the hydrodynamic study, SEI developed a hydrodynamic model of OU4. The numerical model used in this study was the Environmental Fluid Dynamics Code ("EFDC"), which is a three-dimensional public domain modeling system that has been widely used in water quality and contaminant transport studies. EFDC is currently maintained by Tetra Tech, Inc. and supported by the United States Environmental Protection Agency.
- 8. To develop the hydrodynamic model of OU4, data from June 2003 were used to establish boundary conditions for model validation and the investigation of common transport patterns of the river. The June 2003 data were characterized by average flow over the De Pere dam combined with approximately thirty-centimeter-high seiche motion originating from the Bay of Green Bay.
- 9. The model validation demonstrates excellent agreement with the June 2003 data (R=0.97, where R=1 is perfect agreement) and thus accurately reproduces the flow reversals in OU4 due to seiche motion. The agreement between the modeled and measured results for the event verifies the applicability of this model to common flow events in OU4.
- 10. The validated model was used to investigate the effects of winds from the four most common directions on transport patterns in the LFR west, south-southwest, north-northeast, and north-northwest. The wind velocity for these four cases was assumed to be a constant five meters per second, or approximately ten miles per hour. The measured wind database shows wind speeds equal to or greater than five meters per second more than one-third of the time.
- 11. An outfall was introduced at a single point along the western shoreline of the southwest lobe of OU4 to represent discharges from the Georgia-Pacific recycling mill. The

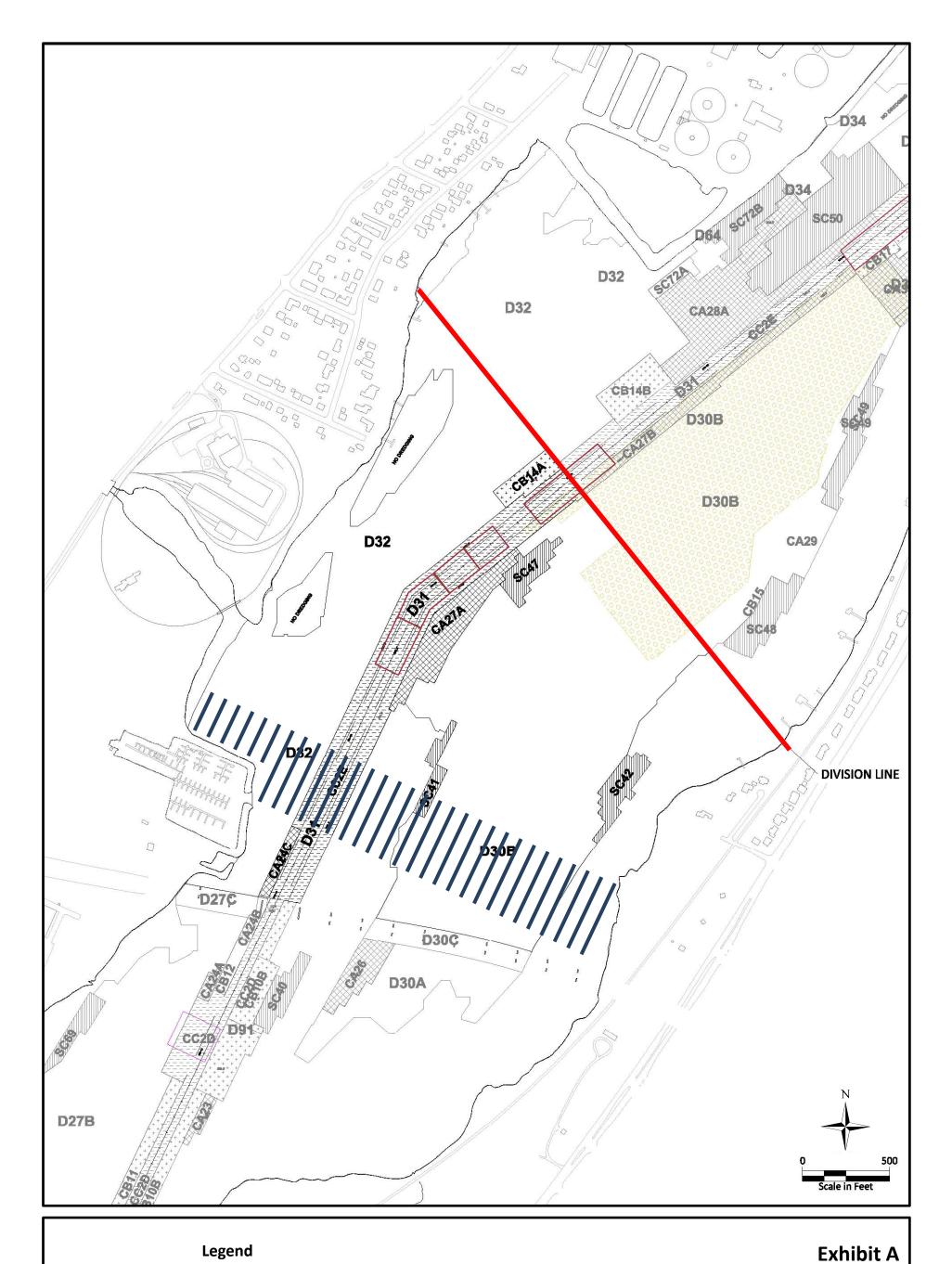
outfall was assigned a 0.014 cubic meters per second, or 0.33 million gallons per day, flow rate at receiving water temperature of twenty degrees Celsius.

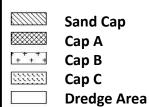
- 12. A 550 milligrams per liter total suspended solids ("TSS") particle load and a 550 milligrams per liter conservative dye load were assumed to be constant at the outfall to track plume behavior during the simulations. The solids particles were assumed to have a settling speed of five millimeters per second to approximate the behavior of pulp fibers. The critical shear stress for the particles was assumed to be 1.5 dynes per cubic centimeter.
- 13. Based upon evaluation of the historical wind record, the northerly wind directions occur approximately 15% of the time and facilitated the creation of a counter-clockwise eddy in the southwestern lobe of OU4. Imposing the stated seiche conditions on the discharge produced a general transport configuration within the first two to four hours of the model run. The transport of both a conservative dye and settling solids were demonstrated in the model results.
- 14. Exhibit A depicts the approximate area of upstream, seiche-induced effluent solid transport from a theoretical discharge from the Georgia-Pacific recycling mill. Exhibit A compares this upstream movement of solids discharged from the Georgia-Pacific recycling mill to the line depicted in "Appendix B: Map Depicting Division of OU 4 Between Upper OU 4 and Lower OU 4" as portrayed in the October 14, 2010 Consent Decree with Georgia-Pacific Consumer Products LP in <u>United States and the State of Wisconsin v. NCR Corp.</u>, et al. (E.D. Wis.).

I declare under the penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on this 22 day of November, 2010.

Craig Jones





GP Consent Decree Upstream Boundary

TSCA Cap Area
2009 Production Dredge Area

# Upstream Seiche Effect and Consent Decree Upstream Boundary

Remedial Areas in OU4 - Georgia Pacific Area Lower Fox River OUs 2-5 November 17, 2010

## Notes:

Remedial footprints represent current design, dated November 2010 and are subject to ongoing revision. Horizontal Datum: Wisconsin State Plane-Central Zone, NAD83, US feet. Vertical Datum: NAVD88, US feet. Map adapted from Anchor/QEA Remedial Area Figure for OU 4 GP Area.



November 15, 2010

Tetra Tech Pay Ilems				<b>L</b>
Bid				
Item Description		011		1
Pre-Construction Work Elements	Estimate Quantity Unit 2 41 LS	Und Price	Extension	<u></u>
1 Field Investigations 2 Agency Coordination	241 LS	\$ 81,821.73	\$ 197 541 03	as per SOV
3 Public Involvement	2.41 LS	\$ 21,801.36		as per SOV
4 Disposal Facility and Access Negotiation 5 Staging/Access Property Lease(s)	2 41 LS	<u> </u>	·	
5 Sua Historic Preservation Survey	2 41 15		\$	
7 Complete Remedial Design (RD-80%, 90%, and Final/100%)	2 41 LS	5 -	S -	
	1	Subtotal	\$ 250,176.76	
Buring Construction Work Elements 8 :Mobiszation/Demobilization	2.41 LS	\$ 1,050,031,60	\$ 7 580 Q47 72	es per SCIV
8.1 Insurance	2 41 45	\$ 1,069,031 60 \$ 1,466,000 00	\$ 3,587,626.57	as per SOV
9 Submidials	2.41 LS	\$ 23,914.29	\$ 57,735.93	es per \$0V
10 Infrestructure Construction and Removas	2 41 LS 2 41 LS	\$ 2 180,851 56	\$ 5,265,198.77	as per SOV
11 Bathymetric Surveying 12.1 Agency Coordination and Reporting	2.4t L5		\$ 162,090.72	es per SOV
12.2 Community Health and Safety	2 41 L\$	\$ 526,500.00	\$ 1,271 121 43	as per SOV
12.3 Construction Monitoring (Environmental)	2 41 LS		\$ 1,449,394.41	
12.4 'Construction Monitoring (Performance) Structures, Utilities, and Outfells:	241 LS	1.593,503.12	\$ 3,750,800 39	assumes 6 hours per week for 28 weeks
13 Demolition/Rebuild/Repair	178.80 HR	5 744	\$ 133,027.20	Dredge Only
14 Environmental Protection Controls	2.41 LS	<u> </u>	<u> </u>	
15.1 OU 2/3 Dredging	0.00 CY	<u>\$</u> 91.00	<u> </u>	unit price as stated in August 20, memo
OU 2/3 Dreaging	0.00 CY	\$ 78.81	s -	reduced until price as stated in August 20, memo
15 2 OU 2/3 Dewatering	0.00 CY	\$ .23 B7	\$ -	
15.3 OU 2/3 Disposel	0.00 TN	\$ 30.75	<b>.</b>	passeo on .62 toos per instrucción yeard dreaged
16.1 OU 4 Dredging	469,650.00 CY		\$13,710,200.00	1
16.2 OU 4 Dewatering	489,650.00 CY	\$ 25.87	\$12.668,665 34	
18.3 OU 4 Disposal	264,411.00 TN	\$ 30.75	\$ 8,130,638.25	based on .54 tons per insitu cubic yerd dredged
17.1 -DU 4 TSCA Dredging	9.00 CY	\$ 32.00	7 -,,	based of the fall per mote debte jare of vojet
17.2 : OU 4 TSCA Dewatering	0.00 CY	\$ 23.87	5 -	
474 OH 47004 Blassed	0,00 TN	\$ 180.56	<b>s</b> -	based on .68 tons per insitu cubic yerd dredged disposal to EQ at 2011 pnoing
17.3 OU 4 TSCA Disposal 18.1 Residual Dredging	40,762.90 CY	\$ 28.00	\$ 1,141,338.00	order to the section priority
18.2 Residual Dewatering	40,782.00 CY	\$ 25.87	\$ 1,054,631.14	
i i i i i i i i i i i i i i i i i i i	22,011.48 TN	\$ 30,76	\$ 676,653,01	besed on .54 tons per insitu cubic yerd dredged
18.3 'Residual Disposal 20.1 Engineered Cap A (Minimum 13 inches)	3.83 AC	\$ 119.000		
				essumes B-inches of send with 10% overlap and
Sand (client purchase item) 6" sand min.		\$ 11.19	\$ 61, <del>946.1</del> 8	
Stone (client purchase item) T	8,659.64 TN	\$ 12.60	\$ 109,582.11	assumes 10-incres of stone with 8% overlap and waste and 1.50 tons per cubic yard.
20.2 Engineered Cap B (Minimum 16 inches)	1.22 AC	\$ 157,000 00	\$ 203,740,00	
10 - 44-F	2004 42 711	\$ 11,19	t 22.046.1E	assumes 12-inches of send with 10% overlap and
Send (client purchase item) 9" send min.	3,031.13 TH		\$ 33,918.35	waste and 1.4 tons per cubic yerd assumes 10-inches of stone with 6% overspland
.Stone (client purchase item) ?"	2,657.15 TN	\$ 12.80		waste and 1.50 tons per cubic yard
20.3 Engineered Cap C (Minimum 33 inches)	14.59 AC	\$ 274,000	\$ 4,025,080.00	
Sand (client purchase item) 9" sand min.	36,467.79 TN	\$ 11.10	\$ 408,410.32	assumes 12-inches of sand with 10% overlap and weste and 1.4 tons per cubic yard
Sand (Seem parchase Rem) + earns (Inc.			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	assumes 10-inches of stone with 8% overlap and
Stone (client purchase item) 7"	31,994.82 TN	\$ 12.80	\$ 409,533.70	waste and 1.50 tons per cubic yard
Quarry Spatt (client purchess) 18"	77.320.82 TN	S 12.77	\$ 987,386.81	assumes 27-inches of quarry spati with no overlap and waste and 1 45 tons per cubic yerd
20.4 . Shorekne Cap	0.00 AC	\$ -	\$	- Land and the land part date part
Sand (thert purchase tem) 9" sand min.	0.00 TN	<u>\$</u> :.	• ·	
Stone (chent purchase tem) 7  Quarry spell (client purchase) 16	0.00 TN	\$	. 2	
21 1 Sand Cover 6	3.36 AC	\$ 51,000	\$ 170 850 00	,
	T			assumes 9-inches of send with 10% overlap and
Sand purchase (client direct pay (tern)	6,242.39 TN	<u>\$ 11.19</u>	\$ 69,852.34	assumes 59 8% of the dredge screege with
21.2 Residual Sand Cover 6" OU3	70.49 AC	\$ 51,000.00	\$ 3,594,799.26	
	1			assumes 9-inches of send with 10% overlap and
Sand purchase (client direct pay Item) Residual Sand Cover 9"	131,344.10 TN 0.00	\$ 11.3P	\$ 1,480,740.44	wasta and 1.4 tons per cubic yerd
Sand purchase (client direct pay item)		·- ··· <b>š</b>	š	
		Subtotal	\$67,708,550.04	<u> </u>
Post-Construction Work Elements	7 241 LS	£ 400.005.74	\$ 394,218.96	n
23 EPA Closeout Report and Record Retention. 28 Site Support	241 LS 241 LS	\$ 5,221,247.22	\$12.605 582.57	7
		Subtotal	\$12,999,800.93	
		804	\$90 OF4 F4F 77	1
		ROM	\$80,956,525.72	
Disposal of 50,000 tons of processed sand	53,214.29 TN	\$ 5.75	\$ 305,982.14	Dredge Only

					ROM	\$80	,958,525.72	
Disposal of 50,000 tons of processed sand		53,214.29	rn .	\$	5.76	\$	305,982.14	Dredge Only
5.50% Tex on Dewatering	5	13,723,296 48 L	_S		6 50%	5	754,781.31	Sum of SOV's 152, 162, 172 & 182
Change Request 66 Sand handling		0.13 L	_S		675,000.00	\$	116,406,25	Dredge Only
Change Request 57								Can wait until April 2012 to complete
In-fill other ve's								LLC to determine
Debris disposal		1.06 1	LS	\$	12,000.00	•	12,771.43	Dradge Only
Escelation		2 41	LS	5	185,000.00	\$	446,542.8 <b>6</b>	
SPRI recovery on aubic yards under 580,000,00		71,672,00 €	Υ	\$	4.34		308,802.11 2,901,712.81	Oredge Only
Lump Sum Support Items		31 821,337.47					9.416,324 76 3,485,368.05	IT Biking (Client Direct Pay)

 Lump Sum Support Items
 \$ 31 821,337.47
 /2 41 Years

 Diredge Support Items
 \$ 568,187.02
 /2 41 Years

Lump Sum Items \$ 13,180,435.64 /Year Dredge Items \$ 533,867.00 /Year



#### Lower Fox River 030

#### November 15, 2010

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m!	Description		011		l
_	Pre-Construction Work Elements	Estimate Quantity Unit	Und Price	Extension	·
	Field Investigations	0.86 LS 0.66 LS	\$ 81.821.73	\$ 70,132.91	as per SOV
	Agency Coordination	086 LS		\$ 18 686.88	as per SOV
4	Public Involvement	0.86 LS	21,001,30		as per sov
-	Disposal Facility and Access Negotiation	0.86 LS			
- 1	Staging/Access Property Lease(s)	0.86 LS		·	·
_ 5	Site Historic Preservation Survey Complete Remedial Design (RD-60%, 90%, and Fixal/100%)	0.86 LS	<del>:</del>	<del>:</del> :	
ļ	Complete Remedial Design (RD-60%, 80%, and Final 100%)	d.Bo ES	Subtotal	\$ 60,619.79	
	B : 0				4
-	During Construction Work Elements  Mobilization/Demobilization	0.86 LS	E 1 060 031 60	\$ 916,312.8D	as new SOV
	Insurance	0 86 LS	\$ 1,486,000,00	\$ 1,273,714.29	as per SOV
	Submittals	086 LS	\$ 23.914.29	\$ 20 497.96	as per SOV
+	Infrastructure Construction and Removal	0.86 LS		\$ -	
	Bathymetric Surveying	0.86 LS	\$ 2.180.851.56	\$ 1,869,301.34	as per SOV
٠ť	Agency Coordination and Reporting	0.86 LS	\$ 67,138.17	\$ 57.547.00	as per \$0V
<u>.  </u>	Community Health and Salety	0.85 LS	\$ 526,500.00	\$ 451,285,71	as per SOV
1	Construction Monitoring (Environmental)	086 LS	\$ 600,340.88	\$ 514,577.90	BE per SOV
4	Construction Monitoring (Performance)	0 86 LS		\$ 1,331,574.10	
1	Structures, Utilities, and Outfalls:				assumes 6 hours per week for 28 weeks
	Demolition/Rebuild/Repair	99.60 HR	\$ 744	\$ 74,102.40	Dredge Only
	Environmental Protection Controls	0.65 LS	\$ -	\$ -	
	OU 2/3 Dredging	0.00 CY	\$ 91.00		unit price as stated in August 20, memo
4	00 20 20 20 20 30 30 30 30 30 30 30 30 30 30 30 30 30				1
į	OU 2/3 Oredging	0.00 CY	5 78.81	5 -	reduced unit price as stated in August 20, n
	OU 2/3 Dewatering	0.00 CY	\$ 23.67		100
÷ĵ	50 20 <u>someting</u>				<del>                                     </del>
; 3 i	OU 2/3 Disposal	0.00 TN	\$ 30.75	<b>.</b>	based on 62 tons per insitu cubic yard dred
	OU 4 Dredging	275,487.00 CY	\$ 28.00	\$ 7,713,636.00	
	OU 4 Dewatering	275,487 00 CY		\$ 7,127,647.52	
'}	OD 4 Domatoring			4 - 1 1	<b> </b>
3	OU 4 Disposal	148,762.98 TN	\$ 30.75	\$ 4,574,481.64	based on .54 tons per insitu cubic yard direc
	OU 4 TSCA Dredging	0.00 GY	\$ 32.00		1
-	OU 4 TSCA Devatering	0.00 CY	\$ 23.67		†
-					based on .68 tons per insitu cubic yard orex
او	OU 4 TSCA Disposal	0.00 TN	\$ 180.66	\$ .	disposal to EO at 2011 pricing
	Residual Dredging	21,381.00 CY	\$ 28.00	\$ 598,108.00	
	Residual Dewatering	21,381.00 CY	\$ 25.87	\$ 552,671.01	T
-					
3	Residual Disposal	11,534.94 TN	\$ 30.75	\$ 354,809.41	ibased on 54 tons per insitu cubic yard dre
	Engineered Cap A (Minimum 13 inches)	D.DO AC	\$ 119,000	\$ -	
•	<u></u>				assumes 9-inches of sand with 10% overla
	Sand (client purchase item) 6" sand min.	0.00 TN	\$ 11.19		weste and 1.4 tons per cubic yard
_					assumes 10-inches of stone with 8% overla
	Stone (client purchase Kem) 7"	0.00 TN	\$ 12,80		waste and 1,50 tons per cubic yard
2	Engineered Cap B (Minimum 15 inches)	0.00 AC	\$ 167,000,00		
•	Engineered day 5 (imminute 14 - 14 - 14 )				assumes 12-inches of sand with 10% over
	Send (client purchase item) 9" send min.	0.00 TN	\$ 11.16	\$ .	waste and 1.4 tons per cubic yard
					assumes 10-inches of stone with 8% overta
	Stone (client purchase (lem) 7"	0.00 TN	\$ 12.50	\$ ·	waste and 1,50 tons per cubic yard
.3	Engineered Cap C (Manimum 33 inches)	0.00 AC	\$ 274,000		1
Ť			.,,		assumes 12-inches of sand with 10% over
	Sand (client purchase item) 9" sand min.	0.00 TN	£ 11.19		waste and 1.4 tons per cubic yard
					assumes 10-inches of stone with 8% overt
	Stone (client purchase item) 7"	0.00 TN	\$ 12.80		weste and 1.50 ions per cubic yard
	Farmer Farmer Lands and St.		- · · · · · · · · · · · · · · · · · · ·		assumes 27-inches of quarry spall with no
	Quarry Spali (client purchase) 18"	0.00 TN	\$ 12.77	\$ .	overlap and waste and 1.45 tons per cubic
4	Shoreline Cap	OA 000	5	\$ -	1
	Sand (client purchase item) 9" sand min.	0.00 TN		\$	T
	Stone (chert purchase tem) 7	0 00 TN		\$	
	Quarty spall (cheft purchase) 18"	0.00 TN	\$ -	\$ ·	
	Sand Cover 6"	0.00 AC	\$ 51,000	\$ .	<b></b>
•	-11.7	THE FIE	2 01.000		assumes 9-inches of sand with 10% overla
	Sand purchase (client direct pay item)	D.00 TN	\$ 11.19		waste and 1.4 tons per cubic yard
	manua han ellecte francis commer berit granni		·	- <del>-</del>	assumes 59.8% of the dredge acreage will
. 2	Residual Sand Cover 6" OU3	38.94 AC	5 51 000 O	\$ 1,883,861.46	
		55.54 710	- 5.,000.00	- 1,000,001.40	assumes 9-inches of sand with 10% overte
	Sand purchase (client direct pay item)	86.831.13 TN	\$ 11.16	\$ 770,220,31	
	Residual Sand Cover 9"	0.00	\$ ·	2	The same and the same land
	Sand purchase (client direct pay item)	0.00	<u> </u>	\$	<del> </del>
	- course personale function arous pay many		Subtotal	\$30.084,216.84	

Post-Construction Work Elements			
23 EPA Closeout Report and Record Retention	0.86 LS	\$ 163,285,71	\$ 139,959,18
28 Site Support	0.86 LS	\$ 5,221,247.22	\$ 4,475,354.76
		Subtotal	\$ 4.615.313.94

					ROM	\$3	4,768,352.57		
Disposal of 50,000 tons of processed sand	29,642.08	TN		ş	5.75	\$	170,446.43	Dredge Only	
5.50% Tax on Dewatening	5 7,680,316 53	L\$			5.50%	\$	472,417,52	Sum of SOV's 15.2, 1	6.2, 17.2 & 18.2
Change Request 56 Sand handling	0.07	LS.		•	875,000.00	\$	64,843.75	Dredge Only	
Change Request 57								Can weit untit April 20	12 to complete
In-fill other ve's								LLC to determine	
Debris disposal	0.50	LS		1	12,000.00	\$	7,114.29	Dredge Only	
Escalation	0 86	L\$		5	185,000 00	\$	158.571 43		
SPRI recovery on cubic yards under 580,000.00	39,775.84	CY		\$	4.34	\$	172,710.87	Dredge Only	
	Work competed in 2009 and 2010 ==>		10,931,194 44			\$3	5,784,456.85	-	
		5	8,901,356				9,485,097.27	TT Billing	

November 15, 2010

2011   Unit   E8   L8   L8   L8   L8   L8   L8   L8	\$ 91.00 \$ 78.8 \$ 23.8 \$ 30.7 \$ 26.0 \$ 25.8 \$ 30.7	5 \$ 13.00 5 \$ 62.1 5 \$ 62.1 0 \$ 641.4 0 \$ 691.6 7 \$ 402.7 14 \$ 48.2 0 \$ 360.5 0 \$ 350.5 11 \$ 48.2 12 \$ 48.2 13 \$ 48.2 14 \$ 48.2 15 \$ 5.00 16 \$ 5.00 17 \$ 40.2 17 \$ 40.2 18 \$ 40.2 19 \$ 4.00 19 \$ 4.00 10	82.90 as pe 00.00 as pe 00.01 as pe 01.87 as pe essur 11.20 Dred und g - reduc - basse 76.00	SOV SOV SOV SOV SOV
LS L	\$ 81,821,73 \$ 21,801,36 \$ 21,801,36 \$ 3 \$ 21,801,36 \$ 3 \$ 3 \$ 3 1,069,031,60 \$ 1,466,000,00 \$ 23,914,23 \$ 3 \$ 21,80,851,56 \$ 67,138,11 \$ 528,560,00 \$ 600,340,86 \$ 1,553,503,12 \$ 744 \$ 5 91,00 \$ 78,8 \$ 2,380 \$ 30,77 \$ 2,26,00 \$ 30,77 \$ 30,77 \$ 3	3 \$ 49,0 5 \$ 13,00 5 \$ 13,00 5 \$ 5 5 \$ 5 5 \$ 62,1 0 \$ 641,4 0 \$ 1,008,5 7 \$ 40,2 0 \$ 3642,8 0 \$ 3642,8 0 \$ 3642,8 1 \$ 48,2 0 \$ 5 1 \$ 5 1 \$ 5 1 \$ 62,1 1 \$ 5 1 \$ 62,1 1 \$ 5 1 \$ 62,1 1 \$ 5 1 \$ 62,1 1 \$ 62,1	18.96 as per 18.96 as per 19.00 to as per 19.0	SOV
LS L	\$ 81,821,73 \$ 21,801,36 \$ 21,801,36 \$ 3 \$ 21,801,36 \$ 3 \$ 3 \$ 3 1,069,031,60 \$ 1,466,000,00 \$ 23,914,23 \$ 3 \$ 21,80,851,56 \$ 67,138,11 \$ 528,560,00 \$ 600,340,86 \$ 1,553,503,12 \$ 744 \$ 5 91,00 \$ 78,8 \$ 2,380 \$ 30,77 \$ 2,26,00 \$ 30,77 \$ 30,77 \$ 3	3 \$ 49,0 5 \$ 13,00 5 \$ 13,00 5 \$ 5 5 \$ 5 5 \$ 62,1 0 \$ 641,4 0 \$ 1,008,5 7 \$ 40,2 0 \$ 3642,8 0 \$ 3642,8 0 \$ 3642,8 1 \$ 48,2 0 \$ 5 1 \$ 5 1 \$ 5 1 \$ 62,1 1 \$ 5 1 \$ 62,1 1 \$ 5 1 \$ 62,1 1 \$ 5 1 \$ 62,1 1 \$ 62,1	18.96 as per 18.96 as per 19.00 to as per 19.0	SOV
LS L	\$ 21,803.36 \$ 5 \$ Subtotal \$ 1,069,031.60 \$ 1,486,000.00 \$ 23,914.25 \$ 2,180.851.55 \$ 67,138.17 \$ 528,500.00 \$ 53,500.340.86 \$ 1,553.503.12 \$	5 \$ 13.00 5 \$ 62.1 5 \$ 62.1 0 \$ 641.4 0 \$ 691.6 7 \$ 402.7 14 \$ 48.2 0 \$ 360.5 0 \$ 350.5 11 \$ 48.2 12 \$ 48.2 13 \$ 48.2 14 \$ 48.2 15 \$ 5.00 16 \$ 5.00 17 \$ 40.2 17 \$ 40.2 18 \$ 40.2 19 \$ 4.00 19 \$ 4.00 10	18.96 as per 18.96 as per 19.00 to as per 19.0	SOV
LS L	\$ 5 5 1.069,031,60 5 1.466,000 90 5 23,914,23 5 5 24,80,851,55 5 91,00 5 5 23,814,23 5 5 22,814,23 5 5 23,814,23 5 5 23,814,23 5 5 23,814,23 5 5 23,814,23 5 5 23,814,23 5 5 23,814,23 5 5 23,814,23 5 5 23,814,23 5 5 23,814,23 5 5 23,814,23 5 5 23,814,23 5 5 23,814,23 5 5 23,814,23 5 5 23,814,23 5 5 23,814,23 5 23,814,	5 \$ 13.00 5 \$ 62.1 5 \$ 62.1 0 \$ 641.4 0 \$ 691.6 7 \$ 402.7 14 \$ 48.2 0 \$ 350.2 15 \$ 632.1 4 \$ 48.2 0 \$ 350.2 16 \$ 632.1 17 \$ 40.2 17 \$ 40.2 18 \$ 40.2 18 \$ 40.2 19 \$ 40.2 10 \$ 40.2 1	18.96 as per 18.96 as per 19.00 to as per 19.0	SOV
LS L	\$ 3	0 \$ 641.4 0 \$ 141.5 0 \$ 141.5 0 \$ 1,309.5 0 \$ 1,309.5 0 \$ 1,309.5 0 \$ 340.5 0 \$ 340.5 1 \$ 48.2 1 \$ 48.2 1 \$ 48.3 1	18,96 as pen  00.00 as pen  01.87 as seu  11.20 breduct  11.20 breduct  10.00 as pen	SOV FSOV FSOV FSOV FSOV FSOV FSOV FSOV F
LS L	\$ 1,069,031,600 \$ 1,486,000,000 \$ 23,914,200 \$ 23,914,200 \$ 5 23,914,200 \$ 600,340,800 \$ 600,340,800 \$ 600,340,800 \$ 744 \$ 74 \$ 74 \$ 72 \$ 23,814,200 \$ 24,800,200 \$ 25,200,200 \$ 3,200 \$ 3,200,200 \$ 3,200,200 \$ 3,200,200 \$ 3,200,200 \$ 3,200,200 \$ 3	0 \$ 641.4 0 \$ 141.5 0 \$ 141.5 0 \$ 1,309.5 0 \$ 1,309.5 0 \$ 1,309.5 0 \$ 340.5 0 \$ 340.5 1 \$ 48.2 1 \$ 48.2 1 \$ 48.3 1	18,96 as pen  00.00 as pen  01.87 as seu  11.20 breduct  11.20 breduct  10.00 as pen	SOV FSOV FSOV FSOV FSOV FSOV FSOV FSOV F
LS	\$ 1,069,031,600 \$ 1,486,000,000 \$ 23,914,200 \$ 23,914,200 \$ 5 23,914,200 \$ 600,340,800 \$ 600,340,800 \$ 600,340,800 \$ 744 \$ 74 \$ 74 \$ 72 \$ 23,814,200 \$ 24,800,200 \$ 25,200,200 \$ 3,200 \$ 3,200,200 \$ 3,200,200 \$ 3,200,200 \$ 3,200,200 \$ 3,200,200 \$ 3	0 \$ 641.4 0 \$ 141.5 0 \$ 141.5 0 \$ 1,309.5 0 \$ 1,309.5 0 \$ 1,309.5 0 \$ 340.5 0 \$ 340.5 1 \$ 48.2 1 \$ 48.2 1 \$ 48.3 1	18,96 as pen  00.00 as pen  01.87 as seu  11.20 breduct  11.20 breduct  10.00 as pen	SOV FSOV FSOV FSOV FSOV FSOV FSOV FSOV F
LS L	\$ 1,069,031,600 \$ 1,486,000,000 \$ 23,914,200 \$ 23,914,200 \$ 5 23,914,200 \$ 600,340,800 \$ 600,340,800 \$ 600,340,800 \$ 744 \$ 74 \$ 74 \$ 72 \$ 23,814,200 \$ 24,800,200 \$ 25,200,200 \$ 3,200 \$ 3,200,200 \$ 3,200,200 \$ 3,200,200 \$ 3,200,200 \$ 3,200,200 \$ 3	0 \$ 641.4 0 \$ 141.5 0 \$ 141.5 0 \$ 1,309.5 0 \$ 1,309.5 0 \$ 1,309.5 0 \$ 340.5 0 \$ 340.5 1 \$ 48.2 1 \$ 48.2 1 \$ 48.3 1	18,96 as pen  00.00 as pen  01.87 as seu  11.20 breduct  11.20 breduct  10.00 as pen	SOV FSOV FSOV FSOV FSOV FSOV FSOV FSOV F
LS	\$ 1,069,031,60 \$ 1,466,000,00 \$ 23,614,26 \$ 3,2,180,851,51 \$ 57,138,11 \$ 528,560,00 \$ 600,340,80 \$ 1,553,503,12 \$ 74,6 \$ 5 \$ 23,86 \$ 30,77 \$ 26,00 \$ 30,77 \$ 26,00 \$ 30,77 \$ 3	0 \$ 641.4 0 \$ 141.5 0 \$ 141.5 0 \$ 1,309.5 0 \$ 1,309.5 0 \$ 1,309.5 0 \$ 340.5 0 \$ 340.5 1 \$ 48.2 1 \$ 48.2 1 \$ 48.3 1	18,96 as pen  00.00 as pen  01.87 as seu  11.20 breduct  11.20 breduct  10.00 as pen	SOV FSOV FSOV FSOV FSOV FSOV FSOV FSOV F
LS	\$ 1,466,000 00 \$ 23,914,22 \$ 2,180,851,55 \$ 67,138,17 \$ 528,500,00 \$ 600,340,86 \$ 1,553,503,12 \$ 744 \$ \$ 91,00 \$ 2,60 \$ 30,77 \$ 26,00 \$ 22,80 \$ 30,77 \$ 30,77 \$ 30,77 \$ 30,77	9 \$ 891.6 9 \$ 14.3 9	00.00 as peede 68.57 as peede 68.57 as peede 69.57 as peede 69.57 as peede 69.53	SOV FSOV FSOV FSOV FSOV FSOV FSOV FSOV F
LS	\$ 1,466,000 00 \$ 23,914,22 \$ 2,180,851,55 \$ 67,138,17 \$ 528,500,00 \$ 600,340,86 \$ 1,553,503,12 \$ 744 \$ \$ 91,00 \$ 2,60 \$ 30,77 \$ 26,00 \$ 22,80 \$ 30,77 \$ 30,77 \$ 30,77 \$ 30,77	9 \$ 891.6 9 \$ 14.3 9	00.00 as peede 68.57 as peede 68.57 as peede 69.57 as peede 69.57 as peede 69.53	SOV FSOV FSOV FSOV FSOV FSOV FSOV FSOV F
LS L	\$ 23,614,26 \$ 2,180,851,56 \$ 67,138,17 \$ 528,500,00 \$ 600,340,86 \$ 1,553,503,12 \$ 74, \$ 91,00 \$ 23,86 \$ 23,86 \$ 23,86 \$ 25,86 \$ 25,86 \$ 25,86 \$ 25,86 \$ 25,86 \$ 30,77	0 8 14,308,57 5 40,20 5 6 8 5 360,2 5 6 5 360,2 5 5 6 32 1 7 5 5 5 6 32 1 7 5 5 5 5 6 32 1 7 5 5 5 5 6 32 1 7 5 5 5 5 6 32 1 7 5 5 5 5 6 32 1 7 5 5 5 5 6 32 1 7 5 5 5 5 6 32 1 7 5 5 5 5 6 32 1 7 5 5 5 5 6 32 1 7 5 5 5 5 6 32 1 7 5 5 5 6 32 1 7 5 5 5 6 3 2,910, 10 5 5 5 5 6 1 7 5 5 5 6 1 7 5 5 5 6 1 7 5 5 5 6 1 7 5 5 7 5 7 5 7 5 7 5 7 5 7 5 7 5 7 5	48 57 as per 10 94 as per 82 90 as per 82 90 as per 90 50	r SOV
L LS L	\$\$ 2,180,851,56 \$ 67,138,17 \$ 528,500,00 \$ 600,340,86 \$ 1,553,503,12 \$ 744 \$\$	\$ 1,008,5 7 \$ 40,2 0 \$ 315,6 6 \$ 360,2 5 \$ 932,1 1 \$ \$ 48,2 1 \$ 48,2 1 \$ 48,2 1 \$ 48,2 1 \$ 5,0 1 \$ 5,0	10 04 as pe 82,90 as pe 90,00 as pe 90,53 as pe 90,87 as pe 11,20 Dred uns g u	r SOV r SOV r SOV r SOV r SOV r SOV res 6 hours per week for 28 weeks ge Only nce as stated in August 20, memo sed unit price as stated in August 20 me d on .62 tons per insulu cubic yard dredg
L LS L	\$ 2,180,851,56 \$ 67,138,11 \$ 528,500,00 \$ 600,340,86 \$ 1,553,503,12 \$ 74, \$ 5 \$ 91,00 \$ 23,86 \$ 30,77 \$ 26,00 \$ 30,77 \$ 30,77	7 S 40,2 0 S 315,6 8 S 360,2 2 S 932,1 4 S 48,2 5 S 5 11 S 5 7 S \$ 17 S 4,907,7 17 S 4,534,1 15 S 2,810,0	82.90 as pe 00.00 as pe 00.01 as pe 01.87 as pe essur 11.20 Dred und g - reduc - basse 76.00	FSOV FSOV FSOV FSOV FSOV FSOV FSOV FSOV
LS L	\$ 67,138.11 \$ 528,500.00 \$ 600,340.80 \$ 1,553,503,12 \$ 744 \$ 5 \$ 91.00 \$ 78.8 \$ 23.8 \$ 30.7 \$ 28.00 \$ 2.58 \$ 32.7 \$ 32.00	7 S 40,2 0 S 315,6 8 S 360,2 2 S 932,1 4 S 48,2 5 S 5 11 S 5 7 S \$ 17 S 4,907,7 17 S 4,534,1 15 S 2,810,0	82.90 as pe 00.00 as pe 00.01 as pe 01.87 as pe essur 11.20 Dred und g - reduc - basse 76.00	FSOV FSOV FSOV FSOV FSOV FSOV FSOV FSOV
LES	\$ 528,500,00 \$ 600,340,86 \$ 1,553,503,12 \$ 744 \$ 91,00 \$ 23,60 \$ 23,60 \$ 30,70 \$ 26,00 \$ 25,80 \$ 30,70 \$ 30,70	0 \$ 315.6 8 \$ 360.2 2 \$ 932.1 4 \$ 48.2 5 0 \$ 11 \$ 17 \$ 15 \$ 10 \$ 4.607.4 17 \$ 4.534.1 15 \$ 2.610.1	00.00 as pe 04.53 as pe 04.53 as pe 01.87 as pe essue 11.20 Dred 1 und p reduc 1 base 176.00	r SOV r SOV r SOV res 6 hours per week for 28 weeks ge Only free as stated in August 20, memo ed unit price as stated in August 20, me d on .62 tons per insulu cubic yard dredg
1 LS 1 LS 1 LS 1 LS 1 LS 2 LS 2 LS 2 CY 3 CY 3 TH 3 CY 4 CY 5 CY 5 CY 5 CY 5 CY 6	\$ 600 340 86 \$ 1,553,503,12 \$ 744 \$ 5 91.00 \$ 78.8 \$ 23.8 \$ 30.7 \$ 26.0 \$ 30.7 \$ 30.7 \$ 30.7	2 \$ 932.1 4 \$ 48.2 S 0 \$ 11 \$  7 \$ \$  7 \$ 4,534.1 75 \$ 2,810.1	01,87 as pe essure 11.20 Dredi - und p reduc - base 176.00	r SOV mas 6 hours per week for 28 weeks ge Only noc as stated in August 20, memo sed unit price as stated in August 20, me d on .62 tons per mailu cubic yard dradg
D HR D LS D CY D CY D CY D TH D CY	\$ 744 \$ 91.00 \$ 78.8 \$ 23.6 \$ 30.7 \$ 280,0 \$ 25.8 \$ 30.7 \$ 3.7	2 \$ 932.1 4 \$ 48.2 S 0 \$ 11 \$  7 \$ \$  7 \$ 4,534.1 75 \$ 2,810.1	01,87 as pe essure 11.20 Dredi - und p reduc - base 176.00	mes 6 hours per week for 26 weeks ge Only noc as stated in August 20, memo ed unit price as stated in August 20, me d on .62 tons per insitu cubic yard dradg
D HR D LS D CY D CY D CY D TH D CY	\$ 91.00 \$ 78.6 \$ 20.6 \$ 30.7 \$ 28.0 \$ 25.8 \$ 30.7 \$ 30.7 \$ 30.7	\$ 0 \$ 11 \$ 17 \$ 17 \$ 4,534,17 \$ 4,534,10 \$ 5 \$ 2,810,10 \$ \$	11.20 Dred	ge Only  frice as stated in Avgust 20, memo  ed unit price as stated in August 20, me  d on .62 tons per insitu cubic yard dradg
DLS DCY DCY DTN DCY	\$ 91.00 \$ 78.6 \$ 20.6 \$ 30.7 \$ 28.0 \$ 25.8 \$ 30.7 \$ 30.7 \$ 30.7	\$ 0 \$ 11 \$ 17 \$ 17 \$ 4,534,17 \$ 4,534,10 \$ 5 \$ 2,810,10 \$ \$	- reduc - reduc - base (76.00	frice as stated in August 20, memo ed unit price as stated in August 20, me d on .62 tons per insulu cubic yard dradg
0 CY 0 CY 0 CY 0 CY 0 CY 0 CY	\$ 78.8 \$ 23.8 \$ 30.7 \$ 26.0 \$ 25.8 \$ 30.7 \$ 32.0	5 \$	- reduc	ed unit price as stated in August 20, me
D CY	\$ 78.8 \$ 23.8 \$ 30.7 \$ 26.0 \$ 25.8 \$ 30.7 \$ 32.0	5 \$	- reduc	ed unit price as stated in August 20, me
D CY  D TN  D CY  CY  D TN  D CY	\$ 23.8 \$ 30.7 \$ 28.0 \$ 25.8 \$ 30.7 \$ 30.7	7 \$ \$ 10 \$ 4,907.47 \$ 4,534.11 \$ 5 2,810.1	- besex	d on .62 tons per insitu cubic yard dradg
D CY  D TN  D CY  CY  D TN  D CY	\$ 23.8 \$ 30.7 \$ 28.0 \$ 25.8 \$ 30.7 \$ 30.7	7 \$ \$ 10 \$ 4,907.47 \$ 4,534.11 \$ 5 2,810.1	- besex	d on .62 tons per insitu cubic yard dradg
D CY D CY B TN D CY	\$ 30.7 \$ 26.0 \$ 25.8 \$ 30.7 \$ 32.0	5 \$	76.00 65.51	
D CY D CY D CY	\$ 26.0 \$ 25.8 \$ 30.7 \$ 32.0	0 \$ 4,907.4 17 \$ 4,534.1 15 \$ 2,810.1	76.00 65.51	
D CY D CY D CY	\$ 26.0 \$ 25.8 \$ 30.7 \$ 32.0	0 \$ 4,907.4 17 \$ 4,534.1 15 \$ 2,810.1	76.00 65.51	
E TN	\$ 25.8 \$ 30.7 \$ 32.0	75 \$ 2,810.	65.51	d on .54 tons per waltu cubic yard dredg
E TN	\$ 30.7 \$ 32.0	5 \$ 2,910,:		d on .54 tons per mattu cubic yard dredg
CY	\$ 32.0	0 \$	08.54 bese	d on .54 tons per mattu cubic yard dredg
CY	\$ 32.0	0 \$		
CY	5 23 8	7 3	-	<u> </u>
•			-	
				d on .68 tons per insitu cubic yard dredg
O TN	\$ 180.6		· dispo	sal to EQ at 2011 pricing
0 CY			376.00	
0 CY	<u>\$</u> 25.8	37 \$ 438,	338.67	
8 TN		75 \$ 281,	321.91 Dase	d on 54 tons per insitu cubic yard dredg
0 AC	<u>\$</u> 119.00	<u></u>	· •	mes 9-inches of sand with 10% overlap.
O TIN		19 \$		e and 1.4 tons per cubic yard
וו ע	•			mes 10-inches of slone with 8% overlap
O TN	\$ 12.8	BO \$	wast	e and 1.50 tons per cubic yard
O AC	S 167,000 0			o and the terror per table the
<u> </u>		·· <u>·</u>	2331	mes 12-inches of sand with 10% overla
a TN	\$ 11.3	19 \$		e and 1.4 tons per cubic yard
	<del></del>	<u> </u>	assu	mes 10-inches of stone with 8% overlap
a TN	\$ 12.8	80 <b>\$</b>	- wast	e and 1.50 tons per cubic yard
0 AC	\$ 274,00	90 \$	· · · · · · · · · · · · · · · · · · ·	
				mes 12-inches of sand with 10% overla
0 TN	\$ 11.1	19 \$		e and 1.4 tons per cubic yard
				mes 10-inches of stone with 6% overlap
00 TN	\$_ 12.6	BO \$		e and 1.50 tons per cubic yard
				mes 27-inches of quarry spall with no
O TN	\$ <u>12.1</u>	77 \$	- Over	tap and waste and 1 45 tons per cubic s
00 AC		• •		
O TN		· <del>\$</del>	•	·
		- :	$\div$	. 1-11
XO TN		m	<del></del>	
XO TN	\$ 51 N		9051	mes 9-inches of sand with 10% overlap
XO TN	\$ 51,00	19 \$		le and 1.4 tons per cubic yard
XO TN XO TN XO AC				mes 59.8% of the dredge acreage will
XO TN		00 8 4 404		ire residuel sand cover
XO TN XO TN XO AC	\$ <u>11</u> /	VV 9 1.484		imes 9-inches of sand with 10% overlap
XO TN XO TN XO AC	\$ <u>11</u> .	W 4 1,594		te and 1.4 tons per cubic yard
XO TN XO TN XO AC	\$ 11. \$ 51,000.0			
XO TN XO TN XO TN XO AC XO AC XO TN XO AC XO TN XO AC	\$ 11. \$ 51,000.0		<u>- L</u>	
XX TN XX TN XX AC	\$ 11. \$ 51,000.0 \$ 11. \$ - \$ 5	19 \$ 610 5		
XO TN XO TN XO TN XO AC XO AC XO TN XO AC XO TN XO AC	\$ 51,000.0 \$ 11.	19 \$ 610 5	026.09	
XO TN XO TN XO TN XO AC XO AC XO TN XO AC XO TN XO AC	\$ 11. \$ 51,000.0 \$ 11. \$ - \$ 5	19 \$ 610 5	026.99	
XO TN XO TN XO TN XO AC XO AC XO TN XO AC XO TN XO AC	\$ 11. \$ 51,000.0 \$ 11. \$ - \$ 5	19 \$ 610 5	026.99	
XO TN XO TN XO TN XO AC XO AC XO TN XO AC XO TN XO AC	\$ 11: \$ 51,000.0 \$ 11: \$ 5 Subtotal	19 \$ 610 \$ \$ \$20,204	.971.43	
30 TN 30 TN 30 TN 30 AC 30 TN 30 AC 30 TN 30 AC	\$ 11. \$ 51,000 \$ 11. \$ - \$ Subtotal	19 \$ 610 \$ \$ \$20,204	.971.43	
	XO AC XO TN XO AC		20 TN \$ 11.19 \$ 610,	00 \$ · \$00 5 · \$ ·

			ROM	\$23	,496,920.61	
Disposal of 50,000 tons of processed sand	19,285.71 TN	\$	5,75	\$	110,892.86	Dredge Only
5.50% Tax on Dewatering	\$ 4,973,004 18 LS		5.50%	5	273,515.23	Sum of SOV's 15.2, 15.2, 17.2 & 18.2
Change Request 56 Sand handling	0.05 LS	\$	875,000.00	\$	42,187,60	Dredge Only
Change Request 57						Can wait until April 2012 to complete
In-fall other ve's						LLC to determine
Debris disposal	0.29 L8	\$	12,000.00	\$	4,628.57	Dredge Only
Escalation	0 50 L\$	\$	185,000.00	\$	111,000.00	
SPRI recovery on cubic yards under 580,000.00	25,754.84 CY	5	4.34	\$	111,830.24	Dredge Only EXHIBIT
	Work completed in 2009 and 2010 ==>	326,207 41		<b>S</b> 2	4,150,975.01	
	s	267,296		5 11	9,959,443.52	TT Billing



November 15, 2010

±	ì	2011		
n Description		2011 Unit Price	rtension	
Pre-Construction Work Elements	Estimate Quantity Unit 0.73 LS	2 ·	xiersion	
Field Investigations Agency Coordination	0.73 LS			as per SOV
Public (nvolvement	0.73 LS	\$ 71,801.36	15,883,85	es per SOV
Disposal Facility and Access Negotiation	0.73 LS		<u> </u>	································
Steging/Access Property Lease(s)	0.73 LS	· <del>-</del>	<b>}</b>	
Site Historic Preservation Survey Complete Remedial Design (RD-60%, 90%, and Final/ti			<u>-</u>	
Compare remember pesigning books, so at any meaning		Subtatal	5 75.496.B2	
During Construction Work Elements				<u></u>
Mobilization/Demobilization	0.73 LS	\$ 1,069,031.60		
Insurance	0.73 L\$	\$ 1,486,000 00 \$ 23,914.29		as per SOV
Submittals Infrastructure Construction and Removal			\$ -	las per 304
Ballymetric Surveying	0.73 LS	\$ 2,180,851.58	\$ 1,588,906.14	as per SOV
1 Agency Coordination and Reporting	D.73 LS	\$ 67,138.17	\$ 48,914.95	as per SOV
2 Community Health and Safety	0.73 LS	\$ 526,500 DO		
3 :Construction Monitoring (Environmental)	0.73 LS	\$ 600,340 <u>88</u>		
4 Construction Monitoring (Performance)		\$ 1,553,503 12	\$ 1,131 837.99	
Structures, Utilities, and Outlatis:	0,00 HR	\$ 744	• -	assumes 6 hours per week for 28 weeks Dredge Only
Demo litio n/Rebuild/Repair	0.73 LS	·· [77.		Divide City
Environmental Protection Controls  1 OU 2/3 Dredging	0 D0 CY	\$ 91.00	\$	unit price as stated in August 20, memo
1 OO 24 Procedured				
OU 2/3 Dredging	0.00 CY _	\$ 78.81	s .	reduced unit price as stated in August 20, men
2 OLI 2/3 Dewatering	0.00 CY	\$ 23.87	<u>s</u>	
			_	l
3 OU 2/3 Disposal	0.00 TN	. <u>30.75</u>	\$	based on .62 tons per insitu cubic yard dredge
3 OU 4 Dredging	0.00 CY		•	t
2 Ot 4 Dewatering		20.07	<u>•                                     </u>	<del> </del>
3 OU 4 Disposal	0,00 TN	\$ 30,75	5 -	based on .54 tons per insitu cubic yard dredge
1 QU 4 TSCA Dredging	0 00 CY	\$ 32.00	\$ -	1
2 DU 4 TSCA Dewatering	0.00 CY	\$ 23.87	\$	
				based on 68 tons per insitu cubic yard dredge
3 OU 4 TSCA Disposal	0.00 TN	\$ 180.65		disposa: to EO at 2011 pricing
1 Residual Dredging	0.00 CY	\$ 28.00		
2 Residual Dewelening	0.00 CY	\$ 25.87	<u>s</u>	<b></b>
n n aldred Sierrand	0.00 TN	\$ 30.75		based on .54 tons per insitu cubic yard dredge
3 Residual Disposal 1 Engineered Cap A (Minimum 13 inches)	0 00 AC	\$ 116,000	\$	DESCRIPTION OF MAIN SECTION OF THE S
Englished co cap A (American 15 mones)				essumes 9-inches of sand with 10% overlap a
Sand (client purchase item) 6" sand min.	0.90 TN	\$11.19	\$ <u>.</u>	waste and 1.4 tons per cubic yard
				assumes 10-inches of stone with 6% overlap
Stone (client purchase Item) 7"	0,00 TN		\$ <u> </u>	waste and 1.50 tons per cubic yard
2 Engineered Cap B (Minimum 16 inches)	3A 00.0	\$ 167,000 00	<u> </u>	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
- 11.0	0.00 TN	\$ 11.19		essumes 12-inches of sand with 10% overlap waste and 1.4 tons per cubic yard
Sand (client purchase flem) 9" sand min.			•	assumes 10-inches of stone with 8% overlap
Stone (client purchase frem) 7"	0.00 TN	\$ 12.80	s .	waste and 1.50 tons per cubic yard
3 Engineered Cap C (Minimum 33 inches)	14 59 AC		\$ 4,025,060.00	
				essumes 12-inches of sand with 10% overlap
Sand (client purchase item) 9" sand min.	36,497.79 TN	\$ <u>11.19</u>	\$ 408,410.32	
				assumes 10-inches of stone with 8% overlap
Stone (client purchase item) 7"	31,994.82 TN	\$ 12.B0	\$ 409,533.71	
n	TT AGE TH	\$ 12.77	\$ 987,386,8	assumes 27-inches of quarry spall with no loverlap and waste and 1 45 tons per cubic ys
Quarry Spall (client purchase) 18*		- 12.11	* 201'700'8.	. Or sup and waste and t 45 tons has come in
4 Shoreline Cap Sand (client ourchase item) 9" sand min	0,00 TN	<u>-</u>	\$	-1 · · · · ·
Stone (client purchase tem) 7"	0.00 TN		\$	<u> </u>
Cuarry spall (client purchase) 18	0.00 TN	<u> </u>	\$	T
1 Sand Cover 6	3A 00,0	\$ 51,000	\$	
			_	assumes 9-inches of sand with 10% overlap
Sand purchase (client direct pay frem)	0.00 TN	<u> </u>	<u> </u>	waste and 1.4 lons per cubic yard
a Decident Decide Court 6º Oldo	0.00 AC	\$ 51,000.00		assumes 59.6% of the dredge acreage will
1.2 Residual Sand Gover 6" QU3		<u>a 1,000.00</u>	<u> </u>	require residual sand cover assumes 9-inches of sand with 10% overlap
Sand purchase (client direct pay item)	0,00_TN	\$ 11.19	s	waste and 1.4 lons per cubic yard
Residual Sand Cover &	0.00	<u> </u>	s -	
Sand purchase (client direct pay item)	0.00	\$ -	\$	
		Subtotal	\$11,299,980.2	6
Post-Construction Work Elements				<u> </u>
23 EPA Cluseout Report and Record Retention	0.73 LS	\$ 163,265.71 \$ 5,221,247.22	\$ 118,985.3	
28 Site Support	0 73 LS	\$ 5,221,247.22 Subtotal	\$ 3,804,051.5 \$ 3,923,016.8	
		Sundill	<b>→</b> 3,823,010.0	<u>ച</u>
		ROM	\$15,298,493.9	4
•			,	•
Disposal of 50,000 tons of processed sand	0.00 TN	\$ 5.75	<b>5</b> .	Dredge Only
,				
5.50% Tax on Dewatering	\$ - LS	5.50%	. 8 -	Sum of SOVs 15.2, 16.2, 17.2 & 18.2

\$ 13.627,946.82 TT Brilling \$ 1,805,330,83 (Client Direct Pay)





Escalation

SPRI recovery on cubic yards under \$80,000.00

#### November 15, 2010

Pre-Construction Work Elements	id	Description		2011			
Test of the content	m		Estimate Quantity U		Unit Price	Extension	
10   1   1   1   1   1   1   1   1   1	Field Investigations					9 035 50	ne ner SOV
Department   Company   C	Agency Coordinate  Public Involvement	<u> </u>					
Section   Comment Recognition   Comment   Co			0.12 L	s	\$	S .	
Subtract   Description   Subtract   Subtra						\$	<u> </u>
Departs   Contraction   Cont	Complete Remadia	in Design (RD-60%, 90%, and Final/100%)	0.12	B	\$	\$ 42 561 80	
September   17   15   100	During C	Construction Work Flaments			annium [	\$ 12,002.00	
Section   Sect	Mobilization/Demo						
Englishment Commission   Comm							
Bullyment   Control   Co	Infrastructure Cons	struction and Removal	0.12 L	.s .	\$ .	\$ .	
Communical Selection (Communication (Communicatio	Bathymetric Surve	ying					
Communication Memorary (Employments)	Agency Coordinate Community Health	and Safety					
Secretary Millels and Outside:   1.44 BB   1.74   1.57198   Company makes the 22 events   Environment Fromton, Company   Col. C.   5.918   1.57198   Col. Col. Col. Col. Col. Col. Col. Col.	Construction Monit	toring (Environmental)					
March   Marc	Construction Mont	toring (Performance)		<u>.s</u>	\$_1,55 <u>3,503.12</u>	\$ 188,639.66	
Col. 20 Designers					\$ 744	<u>\$ 10,713.60</u>	
ONLY OF COMMENT   ONLY OF STATE   Section and prope as satisfied in August 25 mem   ONLY OF STATE   Section and prope as satisfied in August 25 mem   ONLY OF STATE   STATE   Section and prope as satisfied in August 25 mem   ONLY OF COMMENT   ONLY OF STATE   ST		tection Controls			\$ 01.00	<u>\$</u>	and over as stated in Armet 20 marro
Column	OU 2/3 Dredging	· · · · · · · · · · · · · · · · · · ·				<u></u>	
20 127 Dispecsed   3.86 TH   3.34.75   1.000 per judy cuties, yard glooping   38.86 CO   7   5.25.00   1.000 per judy cuties, yard glooping   38.86 CO   7   5.25.00   1.000 per judy cuties, yard glooping   38.86 CO   7   5.25.00   1.000 per judy cuties, yard glooping   2.000 per judy cuti							reduced unit price as stated in August 20, mem
SULF ORIGINATION   1,000,000		u					bood on 83 tops to the state of
101 of Disposed   100 per							
1,001.4   Disposate   2,000.5   TW   1,000.5   TW   2,000.5   CM   SEARCH   Secretary							
D. 4 TSCA Despite	i				. 20.76		housed on 64 tops with public years described
COURT   \$ 2.387 \$		ging					based on the axis per resto educe year the edge
3 Out 1						5	
Personation   2,459.00 CY   \$ 2,80   \$ 06.852.00	OIL A TOCA Dime	1	0.00	TN	t 190.86		
3   Seal cloud Diagognal   1,327 88 TN   3   30.75   4   40.031.70   basegion 54 looks per make cybic yard directory of DOL AC   5   119.000   5   equipment Cyby A (Morthann 13 mythole)   0.00 AC   5   119.000   5   equipment Cyby A (Morthann 13 mythole)   0.00 AC   5   119.000   5   equipment Cyby Der cubbe yard overlap in a seal of 1.000 per cubbe yard overlap in a seal of 1.0000 per cubbe yard overlap per cubbe yard overlap in a seal of 1.00							
Engineered Cap A (Minimum 18 inches)	Residual Dewater	ning	2,459.00	CY	\$ 25.87	\$ 63,621 46	
Engineered Cap A (Minimum 13 archee)	3 Residual Dispos	ai	1,327.66 7	TN .	\$ 30.75	\$ 40,831.70	based on .54 tons per insitu cubic yard dredge
Sand (client purchase item) 6" aand min.   0.00 Th   3 11.90 \$	1 Engineered Cap A	(Minimum 13 inches)	0.00 /	<u> </u>	\$ 119.000	.\$ <u>·</u> _	
Stone (client purchase fram)   T	: Seed (elipse pure	these ham) & send min	0.40	TN	\$ 11.19		
2 Economic Gap B [Minimum 16 inches]  Sand (client purchase flem) 2" sand min.  5.00 TN \$ 11.10 \$ waste and 14 long per cubic yard sassums 51-mchase of sand with 10% overlap waste (client purchase litem) 2" sand min.  5.00 TN \$ 12.60 \$ waste and 14 long per cubic yard sassums 51-mchase of sand with 10% overlap waste sand 15 long per cubic yard sassums 51-mchase of sand with 10% overlap waste may 1" sand min.  5.00 TN \$ 12.60 \$ waste and 15 long per cubic yard sassums 12-mchase of sand with 10% overlap waste may 1" sand min.  5.00 TN \$ 11.19 \$ waste and 15 long per cubic yard sassums 12-mchase of sand with 10% overlap waste may 1" sand waste and 14 long per cubic yard sassums 12-mchase of sand with 10% overlap waste may 1" sand min.  5.00 TN \$ 12.50 \$ waste cubic yard sassums 12-mchase of sand with 10% overlap waste may 1" some year cubic yard sassums 12-mchase of sand with 10% overlap waste may 1" some year cubic yard sassums 12-mchase of sand with 10% overlap waste may 1" some year cubic yard sassums 12-mchase of sand with 10% overlap waste may 1" some year cubic yard sassums 12-mchase and 1" to not year cubic yard sassums 12-mchase and 1" to not year year cubic yard sassums 12-mchase and 1" to not year cubic yard sassums 12-mchase and 1" to not year cubic yard sand year year (client purchase (client direct pay tem)  5.00 TN \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	· ·	orange state of the state of th					assumes 10-inches of stone with 8% overlap a
Sand (client purchase flem) 9" eand min.   0.00 TN   \$ 11.19 \$							waste and 1.50 tons per cubic yard
Stores (client purchase letm) 7	Z Englises eo Cap I	(Manufacture (Carcino)			107,000.00	<u> </u>	
Stone (client purchase (lemn)   Stone (Cherumon 33 moles)   0,00 AC   \$2,74,000   \$2,000	Sand (client pur	chase <u>flem) 9" sand min.</u>		<u>  Kr</u>	\$ 11.19	<u> </u>	
3. Engineer ed Cap C (Martimeria 33 inches)   0.00 AC   \$ 274,000 \$   assumes 12-inches of sand with 10% overlap ways te and 1.4 fores per cubic yard ways te and 1.4 fores per cubic yard assumes 10-inches of stems with 25% overlap ways te and 1.5 fores per cubic yard assumes 10-inches of stems with 25% overlap ways te and 1.5 fores per cubic yard assumes 74-inches of stems with 25% overlap ways te and 1.5 fores per cubic yard assumes 74-inches of stems with 25% overlap ways te and 1.5 fores per cubic yard assumes 74-inches of stems with 25% overlap was te and 1.5 fores per cubic yard assumes 74-inches of stems with 25% overlap was te and 1.5 fores per cubic yard assumes 74-inches of stems with 25% overlap was te and 1.5 fores per cubic yard assumes 74-inches of stems with 25% overlap was tended 1.5 fores per cubic yard 1.5 fores (client purchase) 18"   0.00 TM   \$ 12,77 \$   1.5 fores (client purchase) 18"   0.00 TM   \$ 1.5 fores (client purchase) 18"   0.00 TM   \$ 1.5 fores (client purchase) 18"   0.00 TM   \$ 1.5 fores (client direct pay item)   0.00 TM   \$ 1.5 fores per cubic yard assumes 9-inches of stend with 10% overlap of stend yard with 10% overlap of stend yard with 10% overlap of stend yard with 10% overlap of stended yard yard yard yard yard yard yard yar	Stone (client pu	rchase Itemi 7"	0.50	TN	S 12.80	<b>s</b> .	
Send (client purchase item)   P and min.   D.80 TN   \$ 11.19 \$ waste and 1.4 fors per cibic yard sources 10-10-10-10-10-10-10-10-10-10-10-10-10-1			0.00	AC	\$ 274,000	\$ -	
Store (client purchase frem) 7"   0.00 TN   \$ 12.80 \$	Sand Calleget must	where Hami Dr. sand min	5.05	TN	£ 11.10		
Quarry Spall (client purchase) 18"   0.00 TN   \$ 12,77 \$	24va (čineur bru	Charte stem   9 said fram.	- 5.00		117.19	· • · · · · · ·	assumes 10-inches of stone with 8% overtap a
Quarry Spelf (Clear burchase) 18"   0.00 TN   \$ 12,77 \$   overlap and waste and 1.45 tons per cubic yet	Stone (client pu	rchase Item) 7"	a.po	<u>TN</u>	\$ 12.80	<u> </u>	
A Shorteline Cap	: Overny Smill (ch	ent purchase) 18"	5.00	TN	\$ 12,77	s .	
Stone (client purchase term) 7:	4 Shoreline Cap		0.00	AC		\$	
Output   Section   Court   C					<u> </u>	\$ -	<del>                                     </del>
Sand Cover 6"   0.00 AC   \$ 51,000   \$					<u> </u>	-	<u> </u>
Sand purchase (client direct pay item)   0.00 TN   \$ 11.19 \$   waste and 1.4 tons per cubic yard assumes 59.8% of the directle arrange will assume 59.8% of the directle area o					\$ 51,000		T
A	Quad purchases	(client direct new term)	n on	TN	\$ 11.16	\$	
Sand purchase (client direct pay item)   7,922,77 TM   \$ 11.19 \$ 88,855.76   waste and 1.4 tons per cubic yard with 10% overlap of sand purchase (client direct pay item)   0.00   \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	эвия руксивае	former pages but main)					assumes 59.6% of the dredge acreage will
Sand purchase (client direct pay item)   7,922.77 TN   \$ 11.19   \$ 88,855.76   waste and 1.4 tons per cubic yard	2 Residual Sand C	over 6° OU3	4.25	AC	\$ 51,000.00	\$ 216,840.76	
Residual Sand Cover B"   0.00   \$   \$   \$   \$   \$   \$   \$   \$   \$	Sand purchase	(client direct pay Item)	7,922.77	TN	\$ 11.19	\$ 88,855.76	
Post-Construction Work Elements   \$ 4,142,421.92	Residual Sand C	over B*	0.00		<u> </u>	\$ -	
Separation	Sand purchase (	chent direct pay item)	0.00	<del></del> _			<del></del>
Separation   Sep							_
Stee Support			0.12	LS	\$ 163,285.71	\$ 19.827.58	<u> </u>
ROM   \$ 4,808,840.87					\$ 5,221,247.22	\$ 634,008.50	
Disposal of 50,000 tons of processed and 4,285.71 TN \$ 5.75 \$ 24,842.86 Dradge Only 5.50% Tax on Dewatening \$ 1,069,973.77 LS 5.50% \$ 58,848.56 Sum of SOVs 15.2, 16.2, 17.2 & 18.2 Change Request 56 Sand handling 0.01 LS \$ 875,000.00 \$ 9,375.00 Dradge Only Change Request 57 In-fill other vo's Can wait until April 2012 to complete					Subtotal	\$ 653,836.14	<u>u</u>
5.50% Tex on Dewetening \$ 1,069,973.77 L5 \$ 5.50% \$ 58,848.56 Sum of SOVs 15.2, 19.2, 17.2 & 18.2  Change Request 56 Sand handling					ROM	\$ 4,808,840.87	7
Change Request 56 Sand handling 0.01 LS \$ 875,000.00 \$ 9,375.00 Dredge Only  Change Request 57  In-fill other ve's LLC to determine	Disposal of 50,0	900 tons of processed sand	4,285.71	TN	\$ 5.75	\$ 24,642.84	6 Dradge Only
Change Request 57  Can wart until April 2012 to complete  In-fill other ve's  LLC to determine	5.50% Tax on De	ewatenng	\$ 1,069,973.77	LS	5 50%	\$ 58,848.59	8 Sum of SOVs 15.2, 16.2, 17.2 & 18.2
Change Request 5?  Can wart until April 2012 to complete  LLC to determine	Change Repue	est 56 Sand handling	8.01	LS	\$ 875,000.00	\$ 9,375.04	D Dredge Only
In-fill other vo's LLC to determine	_	_	3.21			, ,,,,,,,,,,	• •
	Change Reques	SI Df					Can wat uniti Appli 2012 to complete
Debris diaposal BBB LS 5 12 808 AB 5 12 808 AB 5 12 808 AB 5 10 8 8 7 Preside Only	in-fill other ve's						LLC to distermine
	Debrie dianos	al	n na	LS	\$ 12.000 AN	\$ 100A T	7 Dredge Only

0.12 LS

5,541.32 CY

\$ 185,000.00 \$ 22.464.29

4.34 \$ 24,060,99 Dredge Only \$ 4,949,261.13

> \$ 4,069,385,61 TT Billing \$ 859,875,52 (Client Direct Pay)